

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

IN THE MATTER OF:

GREAT LAKES ASPHALT  
Zionville, Indiana

Proceeding Under Section 122  
(g)(4) and (h) of the Compre-  
hensive Environmental Response,  
Compensation, and Liability Act  
of 1980, as amended, 42 U.S.C.  
Section 9622(g)(4) and (h)

US EPA Docket No. \_\_\_\_\_

**V-W-92-G-148**

**ADMINISTRATIVE ORDER  
ON CONSENT**

**I. JURISDICTION**

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by § 122(g)(4) and (h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. No. 99-499, 42 U.S.C. § 9622(g)(4), to reach settlements in actions under §§ 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("EPA") by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987) and further delegated to the Regional Administrator of the EPA by Delegation No. 14-14-3 (Sept. 13, 1987).

The Administrative Order on Consent is issued to the persons identified in Appendices A and B ("Respondents"). EPA and the Respondents agree that neither this Consent Order, nor any part hereof, nor entry into, nor any performance under this

Consent Order by any of the Respondents, shall constitute or be construed as a finding or admission or acknowledgement of the factual or legal allegations contained in this Consent Order, or of any liability, fault, or wrongdoing, or evidence of such, or an admission of violation of any law, rule, regulation or policy, by any Respondent or by its officers, directors, employees, agents, successors or assigns, nor shall this Consent Order nor any performance hereunder by any of the Respondents create any rights on behalf of any person not a party hereto. Each of the Respondents expressly reserves any and all rights (including the right of contribution), defenses, claims, demands and causes of action which each of them may have with respect to any matter, action, event, claim or proceeding relating in any way to the Great Lakes Asphalt Site against any person, except as expressly provided in this Consent Order. The Respondents do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in this Consent Order. Respondents agree not to contest the jurisdiction of the EPA to issue or enforce this Consent Order, in any action taken to enforce this Consent Order. Each Respondent agrees to undertake all actions required by the terms and conditions of this Administrative Order on Consent.

## II. DEFINITIONS

Whenever the following terms are used in this Consent Order or the Appendices attached hereto, the following definitions specified in this Paragraph shall apply:

A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.

B. "De Minimis Respondents" means the persons or entities listed in Appendix A.

C. "De Minimis Settling Federal Agencies" means the agencies or departments of the United States listed in Appendix B.

D. "EPA" means the United States Environmental Protection Agency.

E. "Facility" means the "facility" as that term is defined at § 101(9) of CERCLA, 42 U.S.C. § 9601(9), where storage of hazardous substances was conducted by Madgel McAllister and Great Lakes Asphalt, Inc. located in Zionville, Boone County, Indiana, a mile north of State Route 32.

F. "Hazardous substance" shall have the meaning provided in § 101(14) of CERCLA, 42 U.S.C. § 9601(14).

G. "Non-Settling Party" means each Potentially Responsible Party that is not identified in Appendices A or B.

H. "Parties" mean the United States Environmental Protection Agency and Respondents.

I. "Potentially Responsible Party" or "PRP" shall mean all persons, as that term is defined in § 101(21) of CERCLA, 42 U.S.C. § 9601(21), who are potentially liable to the United

States or to other parties for payment of response costs or subject to injunctive relief under §§ 104, 106 and/or 107 of CERCLA.

J. "Respondents" means those parties other than the United States Environmental Protection Agency who sign this Consent Order, as identified in Appendices A and B which Appendices are incorporated into this Consent Order by reference.

K. "Response Costs" means any costs incurred by EPA pursuant to CERCLA, 42 U.S.C. § 9601, et seq. at the facility.

### III. STATEMENT OF FACTS

1. The Great Lakes Asphalt Facility is located in Boone County, Indiana in an agricultural/residential area. The Site originally was an asphalt production facility operated by Leroy and Madgel McAllister. In 1979 and 1982, the McAllisters leased the use of several tanks on the Site to the operators of the Enviro-Chem Site for the storage of "synthetic fuel". On May 10, 1989, the Emergency Response Branch of the Indiana Department of Environmental Management was notified of a release at the Site. The valve on a 130,000 gallon tank was reportedly opened by vandals and the contents of the tank, "synthetic fuel", flowed north to contaminate the soil, a drainage system and a waterway. The discharge was over a 1.5 mile area and was entering Eagle Creek. The State of Indiana took the initial steps in analyzing and addressing the spill. EPA was notified the same day, and the cleanup at the site was completed by EPA's Emergency and Enforcement Response Branch ("EERB").

2. Hazardous substances, within the definition of § 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been released into the environment at or from the Facility.

3. As a result of the release of hazardous substances into the environment, EPA undertook a removal action at the Facility under § 104 of CERCLA, 42 U.S.C. § 9604.

4. On May 16, 1989, EPA commenced the removal action at the Site which consisted of two phases. Phase 1 consisted of excavating and staging soil, decontaminating Eagle Creek, flushing drainage tiles, solidifying tank contents, securing staged soil, sampling tanks and beginning site restoration. Phase 2 consisted of completing tank solidification and site restoration and removing and disposing of all hazardous waste on Site. Removal activities were completed at the Site in August 1990.

5. In performing its removal actions at the Facility, as of July 1, 1989, EPA has incurred \$1,363,145.69 in removal costs, exclusive of interest.

6. EPA believes the amount of hazardous substances generated or transported to the Facility by each Respondent was not in excess of approximately 1.0 percent of the hazardous substances delivered to the Facility, and the toxic or other hazardous effect of the substances contributed by each de minimis Respondent and each de minimis settling Federal Agency to the Facility do not contribute disproportionately to

the cumulative toxic or other hazardous effects of the hazardous substances at the Facility.

7. The total of all payments required to be made by each Respondent pursuant to this Consent Order are a minor portion of the total removal costs at the Facility.

8. EPA has identified persons other than the Respondents who owned or operated the Facility, or who arranged for disposal or treatment, or arranged with a transporter for disposal or treatment, of a hazardous substance owned or possessed by such person at the Facility, or who accepted a hazardous substance for transport to the Facility. EPA has considered the nature of its case against these non-settling parties in evaluating the settlement in this Consent Order.

9. Notice of this settlement will be given to the public and to the State of Indiana.

#### IV. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of the Parties are:

A. To reach a final settlement with large numbers of the de minimis parties in this case which allows them to settle certain potential liability with respect to the Facility, to the extent that these liabilities can be determined at this stage of the enforcement action; thereby avoiding difficult, prolonged and complicated litigation among EPA, the Respondents, and other PRPs not participating in this settlement; and

B. To simplify subsequent negotiations or litigation concerning the Great Lakes Asphalt Facility by eliminating a substantial number of parties from further involvement in the case, while raising revenues from settlements with the Respondents to be applied to EPA's past removal costs associated with this Facility.

#### V. DETERMINATIONS

Based upon the Findings of Fact set forth above and on the administrative record for this Facility, EPA made the determinations enumerated below.

1. The Great Lakes Asphalt Facility is a "facility" as that term is defined in § 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Each Respondent is a "person" as that term is defined in § 101(21) of CERCLA, 42 U.S.C. § 9601(21).
3. Each Respondent is a potentially responsible party (PRP) within the meaning of §§ 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).
4. The past migration of hazardous substances from the Facility constitutes an actual release as that term is defined in § 101(22) of CERCLA, 42 U.S.C. § 9601(22).
5. Prompt and final settlement with the Respondents is practicable and in the public interest, consistent with § 122(g)(1) and (h) of CERCLA, 42 U.S.C. § 9622(g)(1) and (h).
6. This Consent Order involves only a minor portion of the total response costs at the Facility with respect to each De Minimis Respondent and each de minimis Settling Federal Agency,

pursuant to § 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1), and the average of the shares of the De Minimis Respondents and the shares of the De Minimis Settling Federal Agencies as currently calculated is less than 1.0 percent of the total removal costs based on its volume of contribution to the Facility.

7. It is appropriate that each de minimis Respondent and each de minimis Settling Federal Agency, on payment of the amount specified in this Section and the attached Appendices A and B, shall receive contribution protection against claims consistent with the provisions of § 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5).

8. In the event that information not currently known to the United States is discovered which establishes that any De Minimis Respondent contributed hazardous substances to the Facility in an amount greater than 1.0 percent of the total hazardous substances disposed at the Facility, then all terms of this Agreement shall remain in effect except that each such Respondent shall receive contribution protection against claims consistent with the provisions of § 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), pursuant to Section VI-F-2 of this Order.

#### **VI. ORDER**

Based upon the Administrative Record for this Facility and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby AGREED TO AND ORDERED:

**A. PAYMENT**

1. Each De Minimis Respondent shall pay to the EPA Hazardous Substance Superfund the amount set forth for that Respondent in Appendix A to this Consent Order, which is incorporated herein by reference, within thirty (30) days of the effective date of this Consent Order.

2. Each de minimis Settling Federal Agency shall pay to the EPA Hazardous Substance Superfund the amount set forth for that Respondent in Appendix B to this Consent Order, which is incorporated herein by reference, within sixty (60) days of the effective date of this Consent Order.

3. The purpose of such payments are to reimburse the U.S. EPA for costs incurred at the Facility.

4. Each payment shall be made by certified or cashier's check made payable to the EPA Hazardous Substance Superfund and reference the site name, the name and address of the Respondent, this action's EPA docket number, and shall be sent to:

U.S. EPA Superfund Accounting  
P.O. Box 70753  
Chicago, Illinois 60673

Attention: Anthony Audia

5. Each Respondent shall simultaneously send a copy of its check to:

Peter M. Felitti  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region V (CS-3T)  
77 West Jackson Street  
Chicago, Illinois 60604-3590

6. Payments by De Minimis Settling Federal Agencies are subject to the availability of appropriated funds. No provision of this decree shall be interpreted as or constitute a commitment or requirement that a de minimis Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

**B. CIVIL PENALTIES**

In addition to any other remedies or sanctions available to EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal, pursuant to § 122(1) of CERCLA, 42 U.S.C. § 9622(1).

**C. CERTIFICATION OF RESPONDENTS**

Without admitting that any of its wastes were shipped to the Great lakes Asphalt site or that any wastes shipped to the Great lakes Asphalt site contained hazardous substances within the meaning of § 101(14) of CERCLA, 42 U.S.C. § 9601(14), each Respondent certifies that, to the best of its knowledge and belief, it has provided to EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which related in any way to the ownership, operation, generation, treatment, composition, characteristics, transportation, or disposal of hazardous substances, if any, at or in connection with the Facility, and that the information so provided accurately reflects the kind and

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quantity of hazardous substances, if any, delivered by it to the Facility or to another for transport to the Facility.

D. COVENANT NOT TO SUE

1. Subject to the reservation of rights in Section VI, Paragraph E, of this Consent Order, upon payment of the amounts specified in Section VI, Paragraph A of this Consent Order, EPA covenants not to sue or to take any other civil, judicial or administrative action against any of the Respondents for "Covered Matters". "Covered Matters" shall include any and all civil liability for reimbursement of response costs, or for injunctive relief, pursuant to §§ 104, 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9604, 9606 or 9607(a), or § 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973, with regard to the Facility. The United States Department of Justice has concurred in this covenant not to sue and agrees to be bound by its terms. This covenant is limited solely to costs or acts arising at the Great Lakes Asphalt Facility or as a result of the past or future release of hazardous substances at or from the Great Lakes Asphalt Facility.

2. In consideration of EPA's covenant not to sue in Section VI, Paragraph D.1 of this Consent Order, the Respondents agree not to assert any claims or causes of actions against the United States or the Hazardous Substance Superfund arising out of Covered Matters, or to seek any other costs, damages, or attorney's fees from the United States arising out of response activities at the Facility.

3. The United States is negotiating with other PRPs for reimbursement of response costs, with respect to the Facility. If agreement is reached within 120 days after the effective date of this Consent Order and provided that such Consent Decree or Order includes a covenant by the defendants therein not to initiate or maintain any civil administrative or judicial action or proceeding asserting contribution claims against Respondents for any matters addressed in and arising from that Consent Decree, then in consideration of such defendants' covenant not to sue, Respondents covenant not to initiate or maintain any civil judicial or administrative action or proceeding asserting any contribution claim against parties to such Consent Decree for any response costs paid by Respondents under this Consent Order or for any matters addressed in and arising from this Consent Order.

**E. RESERVATION OF RIGHTS**

1. Nothing in this Consent Order is intended to be nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, at law or in equity, which the United States, including EPA, may have against any of the Respondents for any liability as a result of failure to make the payment required by Paragraph A of Section VI of this Consent Order.

2. Nothing in this Consent Order constitutes a covenant not to sue or to take action or otherwise limits the ability of the United States, including EPA, to seek or obtain further relief from any Respondent hereto, and the covenant not to sue in

Paragraph D of Section VI of this Consent Order is null and void with respect to Respondent, if:

- a) such Respondent breaches one or more of the express warranties set out in Paragraph C of Section VI above; or
- b) such Respondent fails or refuses to make the payments required in Paragraph A of Section VI above.

3. EPA and the Respondents intend that nothing in this Consent Order shall be construed as a release or covenant not to sue any person, firm, corporation or other entity not a signatory to this Consent Order. Except as expressly provided herein, EPA and the Respondents expressly reserve all claims, demands and causes of action, either judicial or administrative, civil or criminal, past or future, in law or equity, against any person, firm, corporation or other entity who is not a signatory to this Consent Order for any matter arising at or in connection with the Site.

4. If information not currently known to the United States is discovered which indicates that any De Minimis Respondent contributed hazardous substances to the Facility in an amount greater than 1.0 percent of the hazardous substances disposed of at the Facility, then the Covenant Not to Sue as to future liability referred to in Section VI, Paragraph D-1 shall be null and void as to future liability as to that Respondent and a covenant not to sue as to future liability as is set forth in CERCLA § 122(f)(6)(A), 42 U.S.C. § 9622(f)(6)(A) shall become effective as to that Respondent.

5. EPA and the Respondents agree that the actions undertaken by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. The Respondents do not admit, and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in this Consent Order.

**F. CONTRIBUTION PROTECTION**

1. Subject to the reservations of rights in Section VI, Paragraph E of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, each De Minimis Respondent and each Settling Federal Agency will have resolved its liability to the United States for Covered Matters pursuant to §122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), and shall not be liable for claims for matters within the scope of the protection afforded by the provisions of § 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5).

2. Subject to the reservation of rights in Section VI, Paragraph E of this Consent Order, EPA agrees that by entering into and carrying out the terms of this Consent Order, each Respondent will have resolved its liability to the United States for Covered Matters pursuant to § 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and shall not be liable for claims for matters within the scope of the contribution protection afforded by the provisions of § 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

**G. PARTIES BOUND**

This Consent Order shall apply to and be binding upon the Respondents and their directors, officers, employees, agents, successors and assigns. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the Respondent represented by him or her.

**H. PUBLIC COMMENT**

This Consent Order shall be subject to a thirty day public comment period pursuant to § 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with § 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), EPA may withdraw its consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper or inadequate.

**I. EFFECTIVE DATE**

The effective date of this Consent Order shall be the date upon which EPA issues written notice to the Respondents that the public comment period pursuant to Section VI, Paragraph H of this Consent Order has closed and that comments received, if any, do not require modification of or EPA's withdrawal from this Consent Order.

**J. NATURAL RESOURCE DAMAGES**

1. Within forty-five (45) days after the effective date of this Order, each Respondent listed in Appendices A and B shall pay \$ 50.00 to the Department of the Interior (DOI) for settlement of the United States' claim for natural resource

damages at the Great Lakes Asphalt Facility. The check or an attachment thereto should clearly state that the check is for the Great Lakes Asphalt Site, which Respondent the check is payment for and note that the check is from the group of settling parties known as the 1990 de minimis parties. The original checks should be sent to:

Department of Interior  
Division of Fiscal Services  
Office of the Secretary  
Attn: Michael Horst  
Mail Stop 5257  
1849 C Street NW  
Washington, D.C. 20240

Photocopies of the checks should be sent to:

U.S. Fish and Wildlife Service  
Division of Environmental Contaminants  
4401 North Fairfax Drive, Room 330  
Arlington, VA 22203

and

Department of the Interior  
Office of Environmental Affairs  
Mail Stop 2340  
1849 C Street, NW  
Washington, D.C. 20240

2. Upon receipt of the payment outlined in Section J-1, the United States, pursuant to Section 122(j)(2) of CERCLA, 42 U.S.C. § 9622(j)(2), will not sue or take any other civil or administrative action against the Respondent from whom payment is received for damages to natural resources of which the United States is trustee regarding the Great Lakes Asphalt Facility.

3. If information not currently known to the United States is discovered which indicates that any De Minimis Respondent contributed hazardous substances to the Facility in an amount

greater than 1.0 percent of the hazardous substances disposed of at the Facility or contributed disproportionately to the cumulative toxic or other hazardous effects at the Facility, then the Covenant Not to Sue as to future liability for natural resource damages shall be null and void as to future liability for natural resource damages as to that Respondent.

4. Payments under this section by De Minimis Settling Federal Agencies are subject to the availability of appropriated funds. No provision of this decree shall be interpreted as or constitute a commitment or requirement that a de minimis Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341.

IT IS SO ORDERED

U.S. Environmental Protection Agency  
Region V

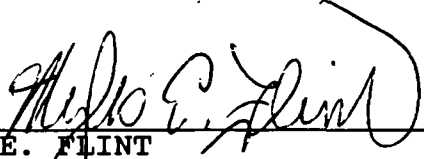
By: 

Valdas V. Adamkus  
Regional Administrator

5/15/92  
Date

In re Great Lakes Aphalt, USEPA Docket No. V-W-92-C-148

For the United States Department of the Interior

  
\_\_\_\_\_  
MYLES E. FLINT  
Acting Assistant Attorney General  
Environment & Natural Resources Division  
United States Department of Justice  
10th and Pennsylvania Avenue, NW  
Washington, DC 20530

DATE: 2/12/93

APPENDIX A

<u>Generator</u>	<u>Payment</u>
Advance Circuits, Inc.	757.15
Advance Machine Company	775.85
Allen-Bradley Company, Inc.	1716.35
Allied-Signal (for: Bendix; C&D Batteries; Consolidated Printing; Engineering Research; Sinclair & Valentine)	948.25
Alt & Witzig Eng.	754.95
American Industrial	756.85
American Printing House for the Blind, Inc.	763.66
Arco Industries	934.25
Audiotronics	762.10
Ball Corp	758.80
Bendit	750.55
Best Lock	807.20
Bethesda Lutheran Hospital	754.95
Biddle Screw Products	870.00
Bixel Paint	763.20
Bliley Electric	756.60
Blissfield Manufacturing Co. (Berne Tube Products)	809.95
Boehringer Manneheim Diagnostics (Bio-Dynamics)	758.25
Bowes Seal Fast Corp.	752.20
Brodey and Brodey	794.55
Brown Printing Company, Inc.	798.40
Bruce Fox	755.50
Buckbee Mears Company	791.25
Bundy Corporation, Tubing Division	922.15
Cabot Corp. (E-A-R Division)	759.35
Century Mfg.	763.20
Cerden & Son Mfg., Inc.	776.00
Champion Intl. Corp. (Hoerner Waldorf)	803.35
Chemart	926.20
Chemical and Solvent Distillers, Inc.	839.10
Chevron Corp. (Bruning Paint) (Kewanee)	1049.20
City Machine Tool and Die Co., Inc.	750.55
Colored Metals	755.50
Colt Industries (Crucible Materials Corp.)	781.35
Colwell/General	855.00
Combustion Engineering, Inc. (Taylor Instrument Div.) (Sybron)	777.50
Commercial Sewer Cleaning	975.50
Conoco, Inc. (Wood River Products)	755.50
Consolidated Industries	767.05
Continental Can (Crown Beverage Packaging)	764.85
Corduroy Rubber Co.	809.40
Dart Controls, Inc.	750.55
Dealers Manufacturing Co.	772.55
Dehart Paint & Varnish Co., Inc.	769.80
Dellen Oldsmobile	758.70
Delta Faucet	772.55
Deluxe Check Printers, Inc. (Indianapolis Plant)	760.45
DePauw University	752.75
Domain, Inc. (Nordson)	761.55
Donaldson Co., Inc. (Torit)	875.95
Dresser Industries (Elec. Mach.; McGraw-Edison)	775.30

GeneratorPayment

Dual Machine	765.00
Edco Products, Inc.	782.45
Edwin Cooper (Ethyl Petroleum Additives, Inc.)	793.45
Emconite Division (Amerace Corp.)	773.10
F.E. Myers (Richard Buster)	777.50
Farmers Production Credit	827.52
Flint Ink Corp.	937.00
Fort Snelling State Park	751.10
Franklin Electric Co., Inc.	790.00
Freightliner Corporation	2831.00
Gen. Aluminum & Chemical Corp.	754.00
General Mills	830.85
Globe Tool	758.80
Graco, Inc.	792.35
Grote Manufacturing	776.95
Gunnison Bros. Tannery	751.65
H.B. Fuller Co.	825.90
H.H. Robertson Co.	913.35
Halstead Industries	795.10
Hansen Mfg. Co., Inc. (IMC Magnetics Corp.)	780.25
Harmenson Mfg. Co.	889.15
Hart Press	783.00
Hella North America	765.40
Henkel Corp.	794.00
Herff Jones (Carnation Co.)	771.65
Hiawatha Rubber Co.	759.35
Hi-Tek (Div. of Lithonia Lighting)	833.05
Home Crest	776.40
Huber Brothers	767.05
Hudson Machine Tool, Inc.	757.70
Huffy Corp.	779.70
Humko Products (Kraft, Inc.)	790.15
Hyster Co.	754.95
Impex (Valhi)	813.80
Independent Waste Systems, Inc. (Graver Northeast)	755.30
Indianapolis Dept. of Transportation	774.20
Indianapolis Rubber Co., Inc.	759.35
Indianapolis Star News	808.85
Industrial Plating	771.45
Industrial Sewer Service (Roto-Rooter Drain)	772.00
IVC Industrial Coatings	788.50
IWD Waste, Inc.	850.00
Jeffboat, Inc.	4132.45
Jefferson Products Co.	767.60
Johnson Controls (Globe-Union)	808.30
Kauffman Engineering	752.75
Kelley Technical Coatings	800.60
Kettering Medical Center	750.55
Kingston Products (Scott Fetzer)	850.00
Klor-Kleen	1053.25
Laidlaw, Inc. (Tricil Env. Services [Systech], W.B.T., Inc. [Theta, Metro. Disp.])	1009.85
Lakeview Medical Center	750.10
Leader Industries, Inc.	847.50
Loranger	753.85

<u>Generator</u>	<u>Payment</u>
Madison Chemical Company	751.30
Magnavox	753.30
Magnetic Peripherals, Inc. (Control Data Corp.; MPI Plastics)	1071.20
Manus Products	761.55
Mark Controls Corp. (Powers-Fiat Corp.)	794.00
Marley Co. (Barry Blower Co.)	815.50
Mayhill Publications	752.75
MCB Manufacturing	761.00
McLaughlin Gormley King Co.	760.45
Mead Johnson	811.00
Metropolitan Disposal	871.00
Metropolitan Medical Center	754.40
Miami University	754.15
Micom Corp.	751.10
Minneapolis, City of	780.80
Minneapolis Children Med. Ctr.	750.55
Minnesota, State of (Office of Attorney General, State Dept. of Corrections)	753.30
Minnesota Dept. of Transportation	751.65
Minnesota Rubber	755.50
Minnesota Valley Eng. (Cryogenic)	752.05
Montgomery Ward (Standard T Chemicals)	750.55
Mount Sinai Hospital	752.20
National Homes Corp.	798.40
New Idea Farm Equipment (Textron)	789.05
New York Blower Co.	818.20
Nice-Pak	754.40
Northern States Power (A.K.A. NSP)	758.25
Northland Aluminum Products, Inc.	763.75
Northrup King Co.	786.85
Nortronics Co., Inc.	758.80
Olson Bodies (Grumman)	781.35
Orchard Corp.	933.70
P, B & S Chemical Co.	831.40
Packaging Products	794.28
Paper, Calmenson and Co. (Pacal Steel)	937.00
Pelican Service	1039.10
Perry Chemical & Mfg. Co., Inc.	794.00
Peter Paul Cadbury	752.75
Philips Industries, Inc. (Lau Industries; Tomkins Industries)	806.65
Pioneer Metal Finishing	759.40
PPG Industries	800.00
Reclaimed Energy Co.	797.00
Regency Electronics	766.50
Reichold Chemicals	856.15
Rock Island Refining Corp.	1165.93
Sam Miller Bag Co.	761.00
Seaway Mfg. Corp.	752.20
Serco Labs	751.65
Seymour Electronics	777.50
Sheller Globe	772.55
Sherwin - Williams	773.65
Sherwood Medical Company	783.10
Sidco Industries	783.55
Smith Systems Mfg.	778.60

GeneratorPayment

Snap-tite, Inc.	798.00
SNR Company (Square D)	916.10
Specialty Mfg. Co.	831.95
Standard Products Co. (Product Development Div.)	775.85
Stant Inc.	773.65
Stewart-Warner	817.10
Stone Container Corp. (National Packaging Co.)	761.00
Summit Finishing Co.	758.80
Sunnen Products Co.	772.55
Superior Oil Co. (Superior Solvents)	1424.65
Talon (Textron, Inc.)	786.30
Tennant Co.	888.60
Thermoset Plastics	754.95
Tom O'Daniel, Inc.	757.15
Tonka Corp.	770.35
Tuchman Cleaners	763.35
Twin City Monorail	786.30
Unisys Corp. (Sperry Univac; Amer. Div.)	999.15
United Hospital	753.85
United Parcel Service	793.35
United Technologies Automotive, Inc. (Alma Plastics)	1202.10
Unitog Rental Services	769.25
University of Minnesota	757.15
Valspar Corporation	1323.65
Vollrath Refrigeration, Inc.	787.40
Warner Gear Division (Borg-Warner)	1292.90
Warren Shade	764.30
Weyerhaeuser Co., Carton Div.	846.80
Wickes Mfg. (Bohn Alum./Bohn Heat)	1022.13
Wintek Corp.	750.55
Woodall Paint	862.20
World Color Press. Inc. (Salem Gravure)	1012.90
Wyandotte Paint Co. (Akzo Coatings America, Inc.)	824.65
Zimmer Paper Products	790.15

APPENDIX B

Generator

Payment

Federal Bureau of Prisons	1077.25
United States Postal Service	753.30
Veterans Administration (Minneapolis Veterans Admin. Medical Center)	768.70